

[Full Counsel Listing on Signature Page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

CITY AND COUNTY OF SAN FRANCISCO,

Plaintiff,

v.

CITY OF OAKLAND AND PORT OF
OAKLAND,

Defendant.

AND RELATED COUNTERCLAIM

Case No. 3:24-CV-02311-TSH

**STIPULATION TO CONTINUE
HEARING ON MOTION FOR LEAVE
TO FILE SECOND AMENDED
COMPLAINT [DKT. 120]**

1 Plaintiff and Counterclaim-Defendant City and County of San Francisco (the “City”), and
 2 Defendant and Counterclaimant the City of Oakland, a municipal corporation, acting by and
 3 through its Board of Port Commissioners (the “Port”) (together, the “Parties” and each, a “Party”),
 4 by and through their undersigned attorneys, hereby stipulate and agree pursuant to Civil Local
 5 Rules 7-12 as follows:

- 6 • WHEREAS, on November 12, 2025, the City filed a Motion for Leave to File Second
 7 Amended Complaint (Dkt. 120) (“Motion”);
- 8 • WHEREAS, on December 4, 2025, the Parties filed a Stipulation Regarding Amendment
 9 of Case Management Deadlines (Dkt. 127) (“Stipulation to Extend Deadlines”), which
 10 sought to extend the case schedule by roughly three months;
- 11 • WHEREAS, the Court granted the Stipulation to Extend Deadlines with slight
 12 modifications on December 4, 2025 (Dkt. 128);
- 13 • WHEREAS, the hearing on the Motion is noticed for December 18, 2025 at 10:00 a.m.,
 14 which the Court converted to a Zoom hearing (Dkt. 129);
- 15 • WHEREAS, on December 16, 2025, the Parties participated in an over twelve-hour
 16 mediation before a JAMS mediator, which resulted in a term sheet to be reduced to a final
 17 settlement agreement and for which the Parties are scheduling and seeking respective board
 18 approval to finalize;
- 19 • WHEREAS, the Parties intend to file an appropriate notice with the Court if the proposed
 20 settlement terms are ultimately approved after execution of a final settlement agreement and
 21 further to the terms therein;
- 22 • WHEREAS, in the meantime, consistent with the agreed-upon terms, and to avoid
 23 potentially unnecessary expenditures and events that may interfere with the resolution of
 24 this Action, the Parties have agreed to continue the hearing on the Motion, subject to the
 25 Court’s approval;
- 26 • WHEREAS the Parties believe that good cause exists and it is in the interests of judicial
 27 economy to continue the hearing on the Motion to allow the Parties to finalize a settlement
 28 agreement.

1 Therefore, the Parties respectfully request that this Court enter the attached proposed
2 order continuing the hearing on the Motion to January 22, 2026, or as soon thereafter as is
3 convenient for the Court. The Parties do not intend this Stipulation to prejudice their positions in
4 pursuit of or opposition to the Motion.

5 **IT IS SO STIPULATED.**

6
7 Dated: December 17, 2025

COOLEY LLP

8 By: /s/ Bobby Ghajar

9 Bobby Ghajar
10 Judd Lauter
11 John Hemann
12 Ryan Stevens
13 Jessica Williams

14 Attorneys for Plaintiff and Counterclaim
15 Defendant City and County of San
16 Francisco

17 Dated: December 17, 2025

FENNEMORE LLP & FENNEMORE CRAIG,
P.C.

18 By: /s/ Brandi B. Balanda

19 Eugene M. Pak
20 Stephen C. Willey
21 Brandi B. Balanda
22 Sarah Gohmann Bigelow

23 Attorneys for Defendant and
24 Counterclaimant City of Oakland, a
25 municipal corporation, acting by and
26 through its Board of Port Commissioners
27 (Port of Oakland)
28

CIVIL L.R. 5-1(i)(3) ATTESTATION

I, Bobby Ghajar, attest that each of the other signatories have concurred in the filing of this document, which shall serve in lieu of their own signatures on the document.

Dated: December 17, 2025

COOLEY LLP

By: /s/ Bobby Ghajar

Bobby Ghajar

John Hemann

Judd Lauter

Jessica Williams

Attorneys for Plaintiff and Counterclaim

Defendant

CITY AND COUNTY OF SAN FRANCISCO

ORDER

PURSUANT TO THE ABOVE STIPULATION, IT IS SO ORDERED:

The hearing on the Plaintiff's Motion for Leave to File Second Amended Complaint (Dkt. 120) is hereby continued to January 22, 2026 at 10:00 a.m.

IT IS SO ORDERED.

Dated: _____, 2025.

By: _____
Magistrate Judge Thomas S. Hixson